



## Educational Service Unit #8

302 Main Street • P.O. Box 89 • Neligh, NE 68756-0089

Phone: 402-887-5041

Fax: 402-887-4604

E-mail: [rpeck@esu8.org](mailto:rpeck@esu8.org)

Providing Supplementary Services to the Schools in the Counties of Antelope, Boyd, Holt, Madison, Pierce, Stanton, and Wheeler

January 3, 2007

TO: Federal Communications Commission (FCC)  
Office of the Secretary  
236 Massachusetts Avenue, NE, Suite 110  
Washington, DC 20002

RE: CC Docket No. 96-45  
CC Docket No. 02-6  
"Request for Review"

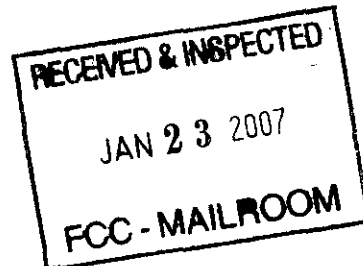
Educational Service Unit 8  
Billed Entity Number 138632  
Form 471 Application Number 501768

Nigel Buss  
302 Main Street  
PO Box 89  
Neligh, NE 68756-0089

Voice: 402-887-5041  
Fax: 402-887-9011  
Email: [nbuss@esu8.org](mailto:nbuss@esu8.org)

Enclosures:  
SLD Administrator's Decision on Appeal-Funding Year 2006-2007  
SLD "Letter of Appeal" Packet

Thank you for your time and effort.



W. C. Up. vs. 1200 0  
LOTA BODE

### BOARD MEMBERS

Dan Garner, Osmond, Pres.  
Robert Schulz, Norfolk  
Bruce Hild, Neligh  
Connie Kaup, Neligh

Craig Brewster, Butte  
Bob Chilcoat, Jr., Stanton  
Larry Kaczor, Bartlett

Dave Sullivan, Elgin  
Glen Leffers, Meadow Grove  
Tim Lambert, Chambers, V. Pres.  
Jack Prater, Norfolk, Secy.



Universal Service Administrative Company  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2006-2007**

December 07, 2006

Randall Peck  
Educational Service Unit #8  
302 Main Street  
P.O. Box 89  
Neligh, NE 68756-0089

Re: Applicant Name: EDUCATIONAL SERVICE UNIT NO.8  
Billed Entity Number: 138632  
Form 471 Application Number: 501768  
Funding Request Number(s): 1379692  
Your Correspondence Dated: September 14, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1379692  
Decision on Appeal: **Denied**  
Explanation:

- Upon thorough review of the appeal letter and the relevant documentation, USAC has determined that, on April 3, 2006, the authorized contact was requested to provide all documentation or Letters of Agency (LOAs) for all entities in Block 4 of all Form 471 applications that were filed. The request stated that the documentation or LOAs must describe that the entities are a member of the Consortium and authorized participation in the filing of this application on their behalf. The request also stated that the document had to include information such as the timeframe the Consortium will be in effect. The request further stated that the timeframe must cover the current fund year. On April 10, 2006, all of the LOAs were provided. None of these LOAs include the specific timeframe that is covered. Program rules require that Letters of Agency must specify the

timeframe that is covered. Program rules also do not permit USAC to accept new information on appeal except where an applicant was not given the opportunity to provide information during the initial review or an error was made by USAC. You have failed to provide evidence that USAC has erred in its decision.

- During the Program Integrity Assurance review of your Form 471 application you were asked to provide evidence of your authority to file Forms 471 on behalf of, or evidence of the membership of, all the members included in the consortium. USAC denied your application because you failed to provide proof of your authorization to represent all entities for which services were sought and/or proof of their membership in the consortium. In your appeal, you did not show that the USAC's determination was incorrect. Consequently, your appeal is denied.
- You failed to provide evidence of your authority to file FCC Forms 471 on behalf of, or evidence of, the membership of all the members included in this consortium. FCC Rules require that the Form 471 shall be signed by the person authorized to order telecommunications and other supported services for the eligible schools or libraries or the consortium. The Form 471 shall include that person's various certifications under oath, submitted on behalf of eligible entities applying for discounts. 47 C.F.R. sec. 54.504 (c)(1). During the course of the application review, USAC may seek documentation to confirm the consortium leader's authorization to represent all entities in the application, proof of each entity's membership in the consortium and their knowledge of filing of the applicable Form(s) 471 on their behalf. The FCC has affirmed USAC's authority to require consortia leaders to produce Letters of Agency from each of its members expressly authorizing the consortium leader to submit an application on its behalf. See Request for Review by Project Interconnect, Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., CC Docket Nos. 96-45 and 97-21, Order, DA 01-1620 paras. 8-9 (rel. Jul. 11, 2001) See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form (FCC Form 471), OMB 3060-0806 at Item 33.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company



## Educational Service Unit #8

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Providing Supplementary Services to the Schools in the Counties of Antelope, Boyd, Holt, Madison, Pierce, Stanton, and Wheeler

Date: September 14, 2006

TO: USAC/Schools & Libraries Division

FR: Nigel Buss

RE: Letter of Appeal for Form 471 Number 501768 for Funding Year 2006

1. Nigel Buss  
Educational Service Unit No 8  
Third and Main  
P.O. Box 89  
Neligh, NE 68756-0089  
Voice: 402-887-5041  
Fax: 402-887-9011  
Email: [nbuss@esu8.org](mailto:nbuss@esu8.org)

2. **This is a Letter of Appeal**

- Appellant Name: Randall Peck
- Application Name: Educational Service Unit No 8
- BEN: 138632
- 471 Application Number: 501768 "Funding Commitment Letter for Funding Year 2006"
- "Unauthorized Consortium Members. Consortium leader has failed to provide evidence of authority to file Forms 471 on behalf of, or evidence of the membership of, a substantial number of the members included in this consortium."

3. Letter of Appeal Documentation

- A. Educational Service Unit No 8 is a Nebraska multi-county educational agency with statutory responsibilities to provide K-12 school districts with educational services.
- B. Please see document signed by the Niobrara Valley Tele-Partnership Superintendents stating that they are an authorized consortium of K-12 school districts and that Educational Service Unit 8 has authorization to file all necessary USAC/SLD forms.

**BOARD MEMBERS**

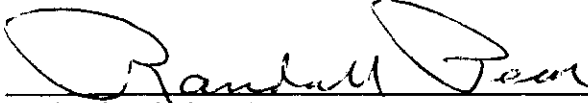
Dan Garner, Osmond, Pres.  
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Craig Brewster, Butte  
Bob Chilcoat, Jr., Stanton  
Larry Kaczor, Bartlett

Dave Sullivan, Elgin  
Glen Leffers, Meadow Grove  
Tim Lambert, Chambers, V. Pres.  
Jack Prater, Norfolk, Secy.

- C. Please see Niobrara Valley Tele-Partnership by-laws and inter-local agreement.
- D. Please see Qwest Communications multi-year contract.
- E. Please see Qwest Communications bill to Educational Service Unit 8 for the Niobrara Valley Tele-Partnership.

Thank you for your time and consideration.

  
Authorized signature

9-20-06  
date

A.

## Educational Service Unit #8

### Mission Statement

The mission of Educational Service Unit #8, a multi-functional, intermediate educational organization, is to provide exemplary leadership and an array of supplementary services as identified and requested by member school districts to enhance educational opportunities, pursue excellence in teaching, and foster life-long learning through a quality educational partnership.

ESU #8 provides supplementary services to 70 school districts including Class I districts, Class II districts, Class III districts, one Class VI district, and non-public schools. The area covers nearly 6,000 square miles and includes over 1,200 teachers and 14,050 students in grades K-12.

The Unit is directed by an elected Board which includes eleven members: one representative from each county and four representatives elected at large. The Board meets on the third Monday of each month.

## Educational Service Unit #8

302 Main, Box 89  
Neligh, NE 68756  
(402) 887-5041  
Fax: (402) 887-4604  
rpeck@esu8.org

### Media Center

212 M Street, Box 89  
Neligh, NE 68756  
(402) 887-4125  
media8@esu8.org

### Central Learning Center

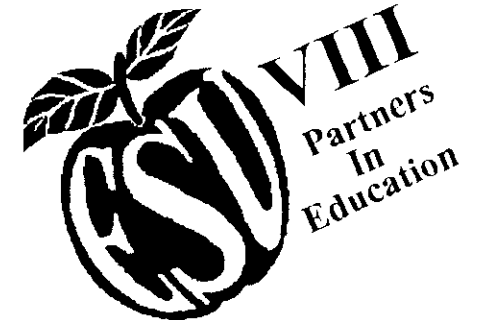
402 P Street  
Neligh, NE 68756  
(402) 887-5559

### Eastern Learning Center

500 Phillip Avenue  
Norfolk, NE 68701  
(402) 371-3454

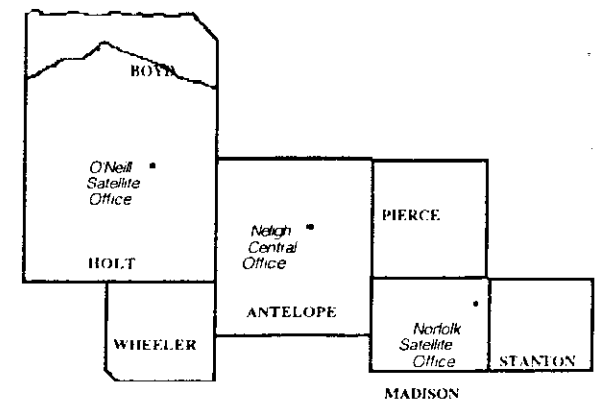
### Western Learning Center

520 East Clay  
O'Neill, NE  
(402) 336-3707



## Educational Service Unit #8

302 Main, Box 89  
Neligh, NE 68756



*Located in Neligh, Nebraska, Educational Service Unit #8 is an intermediate agency providing supplementary education services to K-12 school districts. This Unit services Antelope, Boyd, Holt, Madison, Pierce, Stanton, and Wheeler counties.*

Randy Peck, Administrator  
Jill Bates, Assistant Administrator

A.

B.

Date: September 14, 2006

TO: USAC/Schools & Libraries Division

FR: Nigel Buss

RE: Letter of Appeal documentation for Form 471 Number 501768 for Funding Year 2006

The Niobrara Valley Tele-Partnership is an authorized consortium of K-12 school districts. Educational Service Unit 8 is the fiscal agent and the USAC/SLD billed entity for the Niobrara Valley Tele-Partnership. Educational Service Unit 8 has the authorization to file all necessary USAC/SLD forms and applications for the Niobrara Valley Tele-Partnership's K-12 school districts.

Boone Central Schools  
Boone Central Middle School

*James A. Lambert* Supt. 9/19/06  
(Signature of Authorized School Official, Title, Date)

Chambers Public Schools  
Chambers High School

*Robert [unclear]* Supt. 9/14/06  
(Signature of Authorized School Official, Title, Date)

Elgin Public Schools  
Elgin High School

*Hayla Fredrickson* Supt 9-14-06  
(Signature of Authorized School Official, Title, Date)

Ewing Public Schools  
Ewing High School

*Hayla Fredrickson* Supt 9-14-06  
(Signature of Authorized School Official, Title, Date)

Lynch Public Schools  
Lynch High School

*Nelson Day* Supt 9-14-06  
(Signature of Authorized School Official, Title, Date)

Nebraska Unified School District #1  
Clearwater High School  
Orchard High School

*William C. Kuster* Supt 9-14-06  
(Signature of Authorized School Official, Title, Date)

O'Neill Public Schools  
O'Neill High School

*Amy Shane* Supt. 9-14-06  
(Signature of Authorized School Official, Title, Date)

Stuart Public School  
Stuart High School

*Robert [unclear]* Supt 9-14-06  
(Signature of Authorized School Official, Title, Date)

West Boyd Unified School District  
Butte High School  
Spencer Naper High School

*Russell [unclear]* Supt 9-14-06  
(Signature of Authorized School Official, Title, Date)

West Holt High School

*Brian [unclear]* Supt. 9-14-06  
(Signature of Authorized School Official, Title, Date)

Wheeler Central Public Schools  
Wheeler Central High School

*Paul Nordman* Asst Adm. 9-14-06  
(Signature of Authorized School Official, Title, Date)



# NVTP

C. 18

## NIOBRARA VALLEY TELE-PARTNERSHIP

*Atkinson/West Holt Rural High School  
Bartlett/Wheeler Central Schools  
Butte Public Schools  
Chambers Public Schools  
Clearwater Public Schools  
Elgin Public Schools  
Ewing Public Schools*

*Lynch Public Schools  
Neligh/ESU 8  
O'Neill Public Schools  
Orchard Public Schools  
Petersburg Public Schools  
Spencer-Naper Public Schools  
Stuart Public Schools*

### Bylaws for the Niobrara Valley Tele-Partnership

#### Article I      Name

The name of the organization will be the Niobrara Valley Tele-Partnership (NVTP).

#### Article II      Purpose

The purpose of the NVTP is to foster a spirit of goodwill, cooperation, and shared educational resources among the member schools and communities who participate in the NVTP by way of any authorized activity that might come within the jurisdiction of the NVTP. The NVTP recognizes that there is to be no discrimination on the basis of race, color, sex, national origin, religion, or disability in its activities.

It is recognized that the NVTP is organized as a mutual assistance organization under the Interlocal Cooperation Act of Nebraska. To better serve individuals both by course offerings, in-service programs, etc., and by reducing the distances between entities via electronic communications technology, all participating entities agree to mutually and equally share line-haul costs via technology commonly referred to as 'fiber optic' or other appropriate technology as approved by the executive committee. Such services may be provided by carriers under rates approved by agencies of competent jurisdiction, or at lower rates as negotiated by the executive committee of the NVTP. The NVTP is not responsible for the provision of audio and/or video line-haul equipment to be placed in service between member entities.

This agreement and these by-laws shall take effect when three-fourths of the following political subdivisions adopt a resolution approving these by-laws: Atkinson/West Holt Rural High School, Bartlett/Wheeler Central Public School, Butte Public School, Chambers Public School, Clearwater Public School, Elgin Public School, Ewing Public School, Lynch Public School, Neligh/E.S.U. #8, O'Neill Public School, Orchard Public School, Petersburg Public School, Spencer-Naper Public School, Stuart Public School. Understanding that some of the fourteen entities involved in the original planning and

application process may not wish to commit to further participation, those entities not ratifying the resolution, if the 75% is achieved, shall not be considered a participating entity and such funds as are available to the NVTP will be distributed equally for the support of the remaining ratifying entities. Such ratification shall occur no later than August 1, 1995, to be valid.

### Article III Membership and Organization

1) The Niobrara Valley Tele-Partnership (NVTP) will be composed initially of 14 public educational entities, listed in alphabetical order according to the name of the community of headquarters location: Atkinson West Holt Rural High School, Bartlett-Wheeler Central Schools, Butte Public Schools, Chambers Public Schools, Clearwater Public Schools, Elgin Public Schools, Ewing Public Schools, Lynch Public Schools, Neligh ESU #8, O'Neill Public Schools, Orchard Public Schools, Petersburg Public Schools, Spencer-Naper Public Schools, and Stuart Public Schools.

2) New member entities may be added by a 75% affirmative vote by all member entities: all members must vote by mail. Ballots will be collected by the NVTP President. A new member will be accepted as soon as the NVTP president has received affirmative votes from 75% of the members. An individual member entity may be dropped from the NVTP when 75% of all the member entities vote by the foregoing process to do so. The NVTP shall be dissolved when 75% of the member entities vote to dissolve it, provided, however, that each member entity had prior written notice that dissolution of the NVTP was to be considered at the meeting at which the vote was to be taken. Upon dissolution, title to all property of the NVTP shall pass to the school district or other member entity having possession and use of the property immediately prior to the dissolution.

3) If a member entity chooses to withdraw from the NVTP for the following school year said entity must notify all member schools in writing by the previous September executive meeting. Any withdrawing entity is to return all equipment acquired with NVTP funds, to the NVTP.

4) If a non-member entity wishes to join the NVTP, they must make a written request by letter to the NVTP President, be willing to acquire the proper equipment, and meet all NVTP technical and rule requirements. The request for admission will become an agenda item for discussion at the next NVTP executive meeting.

5) Application must be received on or before the January meeting if membership is requested for the following academic year. An academic year begins September 1, of each year and ends August 31, of the following year.

6) In order that NVTP member entities remain in good standing, they may be required to be active participants in NVTP activities. Failure to participate in a prescribed

number of activities (50%) will place the entity on probation. Should the participation fail to reach the prescribed number in the following year the NVTP will consider the entity to be withdrawn from the NVTP. The President will notify the entity of its withdrawal by July 1st of the second year of its too limited participation. All NVTP purchased equipment will be returned to the NVTP. Title to all NVTP purchased equipment will remain with the NVTP, any maintenance and repair costs to equipment will be born by the individual using school.

Activities are:

|   |   |
|---|---|
| Articulate class schedules with NVTP      | 1 |
| Offer appropriate classes on the Lines    | 1 |
| Accept appropriate classes on the Lines   | 1 |
| Participate in curriculum planning        | 1 |
| Keep local equipment maintained/operating | 1 |
| Pay all dues and assessments              | 1 |

#### Article IV Executive Committee, Officers and Governance

The officers of the executive committee serving the NVTP shall be the president, president-elect/secretary, and treasurer. The officers will serve in alphabetical order based upon the name of the city of location of the school. No officer may be seated who has less than one year experience in the NVTP, and any positions so made available will be filled by the next entities eligible executive in alphabetical order as listed in Article II. The positions will be held for a term of one year beginning in August and ending in July.

Each NVTP entity will have one executive committee member, who will be the chief administrator of the entity or substitute designated by that administrator. A substitute shall not discharge the duties of an NVTP officer.

#### Article V Duties of Officers

##### A. Duties of the President

- 1) The President shall preside at all regular and special meetings, shall call regular meetings in accord with the bylaws, and special meetings when requested by a majority of the member entities.
- 2) Shall cause to have printed and distribute as appropriate, schedules of NVTP offerings.
- 3) Shall notify all member schools at least one week in advance of all meetings and supply a proposed agenda.

- 4) Shall oversee the preparation of an annual budget for the NVTP, which shall be presented to the executive committee at the April meeting for consideration at the May meeting, and provide for an annual audit.

B. Duties of the President-Elect/Secretary

- 1) Record the minutes of all regular and special meetings, to maintain a record that is passed each year to the new President-Elect Secretary.
- 2) Send copies of the minutes to all member entities.
- 3) Shall preside at the meetings in the absence of the President.
- 4) Shall keep all NVTP documents current and on-file.

C. Duties of the Treasurer

It is the responsibility of the treasurer:

- 1) To receive all money and deposit in the proper account.
- 2) To notify all members of any fees or assessments in writing.
- 3) To prepare monthly treasurers reports for submission to the executive committee.
- 4) To co-sign with the President all checks or financial instruments.
- 5) To obtain a surety bond for a minimum of \$100,000.00.
- 6) To perform such other duties as may be assigned.

Article VI Action Calendar

|                    |  |
|--------------------|--|
| August Meeting:    | New officers seated  |
| September Meeting: | Advisory Council joint meeting   |
| October Meeting:   | Joint meeting with secondary principals and appropriate service unit personnel |
| November Meeting:  |  |

December Meeting:

January Meeting: Receive proposed schedule from principals

February Meeting: Adopt proposed schedules

March Meeting: Advisory Council joint meeting

April Meeting: Prepare budget for the following year

May Meeting: Act on proposed budget for the following year

#### Article VII Advisory Council

There shall be a NVTP Advisory Council composed of one elected Board Member of participating entities. This Council will meet twice yearly to review the operation and make recommendations to the Executive Committee.

#### Article VIII Administration

The administration of the NVTP shall be vested in the Executive Committee composed of the appropriate representative described in Article IV. The Committee is to meet on or about the second Wednesday of each month during the school year. All member entities must have a representative at all meetings unless excused by a majority of those members present. Any entity which shall miss three consecutive meetings unexcused will receive a reprimand from the President of the NVTP. The fourth unexcused absence in an academic year will result in loss of participation credit.

#### Article IX Finances

The executive committee shall control the finances of the NVTP.

1) After adopting the budget, the executive committee shall add a reasonable reserve to the budget and subtract therefrom the amount of funds to be carried over. The remaining amount shall be divided by the number of members, and the remaining quotient shall be each members assessment. The executive committee shall determine the number of installments in which such assessments shall be paid, and shall cause each member to be billed accordingly.

2) The Executive Committee of the NVTP shall provide for an appropriate audit of the NVTP Treasurers' books yearly.

3) All bills to be paid by the fiduciary agent, ESU #8, will be as moved and approved by the Executive Committee and under the control of the authorized budget document.

#### Article IX Voting and Quorum

Voting shall be done by roll call vote. Each member entity shall have the right to cast one vote. Business transacted and decisions made shall not be valid unless passed with a majority vote in a meeting wherein 70% of the member entities are present.

#### Article XI Amendments

In order to change or adopt an amendment to the bylaws, the amendment must be presented and read at a regular or special meeting. It will then be placed before the entity members for a vote at the next regular or special meeting. An amendment to the bylaws must be adopted by a 75% affirmative vote of all member entities.

#### Article XII Classes

1) All NVTP classes will be offered by instructors qualified for the grades or courses taught in accord with appropriate Nebraska Department of Education endorsement.

2) Classes offered at the K-12 level will be without charge to the student or receiving school and may be considered as a reciprocal agreement between entities through the 1997-98 school year. Prior to the conclusion of the 1997-98 school year, the Executive Committee will establish a necessary fee schedule.

3) Such classes as are offered at levels other than K-12 shall be at rates and terms as may be approved from time to time by the NVTP Executive Committee and all member entities will be bound by those rates.

4) Rules for course offerings, classes, technology, schedules, etc., shall be considered by the Executive Committee at meetings as may be appropriate. Any entity refusing to offer or accept courses on the NVTP lines will be considered in accord with Article III.

### Article XIII Duration of NVTP

The duration of the NVTP shall be five (5) years from and after August 1, 1995, unless sooner dissolved by consent of the parties. This agreement may be renewed by the same method defined in Article II.

### Article XIV Property

Any equipment purchased with NVTP money shall be the property of the NVTP and is to be tagged with a label indentifying such property as belonging to the NVTP. Any bill of sale of equipment purchased is to read "Educational Service Unit #8 as Trustee for Niobrara Valley Tele-Partnership".

**EDUCATIONAL SERVICE UNIT #8**  
**RESOLUTION**

Whereas, interactive television is likely to have substantial benefits for the instructions of the students in ESU #8, and

Whereas, ESU #8 does not have the means to undertake the installation and use of interactive television by itself, and

Whereas, interactive television is feasible for ESU #8 only if other users join in its use, therefore

**BE IT RESOLVED**, that the Board of ESU #8 does hereby approve the Niobrara Valley Tele-Partnership interlocal agreement for interactive television, agrees that ESU #8 shall be bound thereby, and authorizes Don R. Thompson to sign the agreement on behalf of the ESU.

This resolution was adopted at a regular meeting of the Board of ESU #8 on the 19th day of August 1996, which meeting was duly called and held in compliance with the public meeting law and at which a quorum was present. The following members of the Board voted for the resolution:

|                     |                |
|---------------------|----------------|
| Bruce Hild          | Sue Renken     |
| Dave Sullivan       | Jack Prater    |
| Connie Kaup         | Dan Garner     |
| Duane Grossnicklaus | Morris Ochsner |
| Bob Schulz          |                |

The following members of the Board voted against the resolution:

None.

Carried 9 - 0.

Amendment 1

AQCB: \_\_\_\_\_

## AMENDMENT 1

TO THE U S WEST  
NETWORK SERVICE AGREEMENT  
Intrastate

Niobrara Valley Tele-Partnership ("Customer") and Qwest Corporation ("Qwest") (formerly known as U S WEST Communications, Inc.) enter into this Amendment 1 to Agreement Number MIN-951207-0006 ("Underlying Agreement") under which Qwest supplies Fiber Optic Commercial Video JPEG Service ("Service") to the Customer.

1. **PURPOSE.** The purpose of this Amendment 1 is to extend the Term.
2. **TERM.** The Term of the Underlying Agreement will expire August 31, 2007 ("Renewal Term"). Upon expiration of the Renewal Term, the Underlying Agreement will expire and no further term extensions will be available for this Service.
3. **TERMS AND CONDITIONS.** Customer understands that Service has been grandfathered, and hereby agrees that Qwest's provision of Service beyond December 31, 2005, will be without any Service warranties or guarantees. After December 31, 2005, Qwest's ability to provide service or repair, if required, will be dependent upon the availability of spare equipment. Where Service fails due to unavailability of spare equipment, the provisions of Section 5 of the Underlying Agreement regarding payment of a credit allowance will not apply. Additional Service (including increased service at existing sites or additions of new sites) may not be added to the Underlying Agreement during the remainder of the Term.
4. Except as amended herein, all other terms and conditions of the Underlying Agreement will remain in full force and effect and be binding upon the Parties.
5. **EXECUTION.** The Parties hereby execute and authorize this Amendment 1 as of the latest date shown below.

## Niobrara Valley Tele-Partnership

William A. Kuester  
Authorized Signature  
William A. Kuester  
Name Typed or Printed  
President of NVTP  
Title  
December 4, 2005  
Date

## Qwest Corporation

Susan Baker  
Authorized Signature  
Susan Baker  
Name Typed or Printed  
Offer Management - Lead Finance Analyst  
Title  
12/15/05  
Date

U S WEST NETWORK SERVICE AGREEMENT  
GENERAL TERMS  
10/25/95

This is an agreement between NIOBRARA VALLEY TELE-PARTNERSHIP (CUSTOMER or NVTP) and U S WEST COMMUNICATIONS, INC. (USWC), for the provision of the USWC Service defined on Attachments 1 and 2 ("Service") which are incorporated herein by this reference. Where Attachments 1 and 2 conflict with these General Terms, Attachments 1 and 2 will prevail. This Agreement may refer to NVTP or to USWC separately as a "Party" to this Agreement, or may refer to NVTP and USWC together as the "Parties" to this Agreement.

Service shall be provisioned in compliance with any and all applicable State of Nebraska Tariffs, Price Lists and/or Catalog ("Tariff") (incorporated herein by this reference) terms, conditions and/or pricing. If any term, condition and/or pricing contained in this Agreement is determined to be in conflict with any applicable Tariff, the Tariff shall prevail.

NVTP is a joint entity organized under the Interlocal Cooperation Act of Nebraska, Sections 13-801 et seq. of the Revised Nebraska Statutes, as amended, and is composed of the following Public Schools as members. The purpose of NVTP is to foster a spirit of goodwill, cooperation, and shared educational resources among the member schools and communities.

Atkinson/West Holt Rural High School  
Bartley/Wheeler Central Schools  
Butte Public Schools  
Chambers Public Schools  
Clearwater Public Schools  
Elgin Public Schools  
Ewing Public Schools

Lynch Public Schools  
Neligh/ESU 8  
O'Neill Public Schools  
Orchard Public Schools  
Petersburg Public Schools  
Spencer-Naper Public Schools  
Stuart Public Schools

1. **SCOPE.** Under this Agreement, USWC shall furnish and NVTP shall pay for Service as defined on Attachments 1 and 2. USWC shall provide Service up to the Standard Network Interface ("SNI") at each school premise listed on Attachment 1, Section 2 herein. The SNI is that location where USWC's protected network facilities end and NVTP's inside wire or network begins.

2. **TERM.**

2.1. This Agreement will commence on the latest signature date under Section 15 herein, provided mandatory filing requirements are met. The term of this Agreement will expire one hundred twenty (120) months from the first date Service is installed and available for use at locations one (1) through ten (10) as listed in Attachment 1, Section 2, as evidenced by USWC's records.

2.2. If NVTP and USWC mutually agree that the applicable statute is relevant to this Agreement, or if a court of competent jurisdiction or a governmental body determines that the above listed one hundred twenty (120) month term is not in compliance with applicable Nebraska statutes the following shall apply to this Agreement:

The term of this Agreement shall be forty-eight (48) months. The term will automatically renew forty-eight (48) months from the first date of Service as defined in Section 2.1 above and as specified by USWC records and this Agreement unless CUSTOMER notifies USWC in writing of its intent to terminate at least thirty (30) days prior to such date. If no such notice is received by USWC, this Agreement shall renew for a term of forty-eight (48) months. Thereafter, if CUSTOMER does not notify USWC in writing of its intent to terminate at the end of that forty-eight (48) month period, this Agreement shall renew for a term of twenty-four (24) months.

2.3. If by the end of the term of this Agreement the Parties have not executed a mutually acceptable new agreement, Service shall terminate.

3. **CHARGES AND BILLING.** NVTP agrees to pay the charges for Service as specified on Attachment 1. These charges do not include applicable taxes, if any, imposed by law. NVTP shall pay each bill in full in accordance with Nebraska law. Where permitted by law, late payment charges shall be assessed according to Tariff, or law. The charges for Services under this Agreement, including any and all discounts to which NVTP may be entitled, will be offered and charged to NVTP independently from and regardless of the NVTP's purchase of any NVTP premises equipment or enhanced services from USWC.

#### 4. TERMINATION.

4.1 Either Party may terminate this Agreement for cause provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given the other Party and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement. If USWC terminates this Agreement for cause, or if NVTP terminates this Agreement WITHOUT cause, NVTP shall pay discontinuance charges. If termination is prior to installation of Service, discontinuance charges shall be those reasonable costs incurred by USWC through the date of termination. Termination Charges for Service discontinued after installation are defined on Attachment 1.

4.2 In the event of the termination of the NVTP or the withdrawal of a NVTP member therefrom prior to the completion of the payment of the total obligation due to USWC under the terms and conditions of this Agreement for reasons other than consolidation or non-appropriations, the individual partner schools listed on Attachment 1, Section 2 herein, or the remaining NVTP members, do hereby agree to continue with payments in the amount attributable to the remaining individual partner school(s), until their total obligation to USWC is fully satisfied, subject to the Laws of the State of Nebraska. Each member school site may withdraw from this Agreement without termination liability as defined in Section 4.1 above or in Section 10 below.

5. **INTERRUPTIONS TO SERVICE.** Unless otherwise specified by the Tariff, Service is provided without allowances to CUSTOMER or user for Service interruptions. It is the intention of USWC to respond as soon as possible to repair situations. However, actual response time will vary depending on geography, work load and time of day.

6. **PERSONAL INJURY; PROPERTY DAMAGE.** Each Party shall be responsible for any actual physical damages it directly causes to the other in the course of its performance under this Agreement, limited to damages resulting from personal injuries, death, or property damage arising from negligent acts or omissions. PROVIDED HOWEVER, THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT.

7. **LIMITATION OF LIABILITY.** USWC SHALL NOT BE LIABLE TO NVTP FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. EXCEPT AS PROVIDED UNDER "PERSONAL INJURY; PROPERTY DAMAGE" ABOVE, ANY USWC LIABILITY TO NVTP FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE CREDIT FOR INTERRUPTIONS TO SERVICE UNDER THIS AGREEMENT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

8. **NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **UNCONTROLLABLE CIRCUMSTANCES.** Neither NVTP nor USWC shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms, earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.

10. **NON-APPROPRIATIONS:** NVTP agrees to pay USWC the rates for Service described in this Agreement. Prepayments are to be made on an annual basis according to Attachment 1, Section 3 herein in order to satisfy NVTP's obligation hereunder. NVTP shall continue to include in its budget request for each fiscal period, appropriations or limitations sufficient to cover NVTP's obligations under this Agreement for that fiscal period, and shall use all reasonable and lawful means to secure the appropriation or limitation of money for such fiscal period sufficient to make the payments becoming due in that fiscal period and shall not use non-appropriation as a means of terminating this Agreement in order to acquire functionally equivalent service from a third party. NVTP reasonably believes that moneys in amounts sufficient to discharge its obligations can and shall lawfully be appropriated. In the event the appropriating entity/body should make no appropriations for the Service in a particular fiscal year, NVTP may discontinue Service hereunder without liability for termination charges and the charges to NVTP shall be reduced by the amount attributable to the site not receiving appropriations as if such non-appropriated entity were dissolved, merged, or reorganized, as set forth in Section 4.2 herein. NVTP shall provide written notification to USWC within ten (10) days after learning of the decision to not appropriate funds for payment to USWC for Service.

# 11. DISPUTE RESOLUTION.

11.1 Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the Parties or between one of the Parties to this Agreement and the employees, agents or affiliated businesses of the other Party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA").

11.2 All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

11.3 Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement, to arbitrate and the arbitrability of the claims.

11.4 If any Party files a judicial or administrative action asserting claims subject to arbitration and another Party successfully stays such action and/or compels arbitration of such claims, the Party filing the action shall pay the other Party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

11.5 The arbitration and any award thereunder shall take place in the state of Nebraska.

12. **LAWFULNESS.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders including the Modification of Final Judgment ("MFJ"), as issued in United States v. Western Electric Co., et al., Civil Action No. 82-0192, U.S. District Court for the District of Columbia, (552 F. Supp. 131 (1982)) and all subsequent orders issued in or related to that proceeding. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Service is provided.

13. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of this Agreement to the extent it is unlawful, shall terminate. Further, if USWC determines that this Agreement or a provision of this Agreement is inconsistent with the MFJ, this Agreement or that provision shall terminate upon written notice to the NVTP to that effect. If a provision of this Agreement is terminated but the Parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

# 14. GENERAL PROVISIONS.

14.1 Failure or delay by either Party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.

14.2 This Agreement shall not be assignable by NVTP without the express written consent of USWC.

14.3 This Agreement benefits NVTP and USWC. There are no third Party beneficiaries, other than the members of NVTP.

14.4 This Agreement constitutes the entire understanding between NVTP and USWC with respect to Service provided herein and supersedes any prior agreements or understandings.

14.5 The Parties agree that the following shall be used as address for notices:

NIORARA VALLEY TELE-PARTNERSHIP

U S WEST COMMUNICATIONS, INC.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Attn: Dennis Weathers  
1314 DOTM 3rd Floor  
Omaha NE 68102  
Phone: 402-422-6920

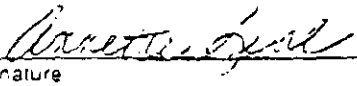
15. EXECUTION.

The Parties hereby execute and authorize this Agreement as of the latest date shown below

NIOBRARA VALLEY-TELEPARTNERSHIP

U S WEST COMMUNICATIONS, INC.

  
Signature

  
Signature

Charles H. Holt  
Name Typed or Printed

Annette Leal  
Name Typed or Printed

President, Niobrara Valley Tele-Partnership  
Title

Vice President  
Title

2/28/96  
Date

3/5/96  
Date

**ATTACHMENT 1**  
**U S WEST FIBER OPTIC COMMERCIAL VIDEO JPEG SERVICE**  
**Intrastate**

**1. SCOPE.**

1.1 USWC shall provide and NVTP shall pay for U S WEST Fiber Optic Commercial Video Joint Pictures Engineer Group ("JPEG") Service ("Service") which provides a dedicated, switched, point-to-point intrastate, intraLATA telecommunications service that enables NVTP to use video/audio services which transports a video signal(s) and associated audio signal(s), as defined in this Attachment 1. Video quality reception at each site shall be no less than 48db, signal to noise, and will not exceed + or - 100 m/second latency between audio and video transmission between two (2) CUSTOMER nodes over USWC provided network.

1.2 Service is a standard 525-line/60-field JPEG compressed, and full color National Television Systems Committee ("NTSC") video signal. The Service will transport and deliver single or multichannel NTSC video signal(s) and associated audio signal(s) using fiber optic transport. An implementation for the JPEG compression scheme is used to deliver video at thirty (30) frames per second in a configuration of one (1) transmit video channel and three (3) receive video channels at each site. Service is furnished on a twenty-four (24) hour per day, seven (7) days per week basis. Connectivity between switches will be six (6) transmit channels and six (6) receive channels in both directions.

**1.3 Features/Functions/Options**

- a. NTSC Video Format
- b. Point to point or point to multipoint
- c. Circuits may be provisioned as video and two audio channels
- d. 75 ohm unbalanced electrical interface for baseband video signal
- e. 600 ohm balanced electrical interface for baseband audio signal.
- f. 2 T1 access channels to switch site

1.4 USWC will design a network and technology solution to meet the NVTP's performance needs with System NTSC "End to End" video and audio signal performance referencing ANSI T1.502-1988 utilizing fiber optic end to end facilities

**2. SERVICE INITIALLY PROVIDED.**

2.1 USWC will install and maintain Service terminating at the following locations with the following quantities

2.2 USWC will make every reasonable effort to complete installation and have Service available at the following ten (10) sites by August 1, 1996.

Address of Location 1:

Stuart High School  
 2nd & Fremont  
 Stuart, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 2:

Atkinson/West Holt ~~Elementary~~ *Rural High* School  
 Box 457  
 Atkinson, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 3:

Elgin High School  
 4th & Pine  
 Elgin, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 4:

Petersburg High School  
2nd & Widaman  
Petersburg, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 5:

Cleanwater High School  
Elm & Iowa Street  
Cleanwater, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 6:

Ewing High School  
416 North Spruce  
Ewing, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 7:

Orchard High School  
3rd and Rusk Street  
Orchard, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 8:

Chambers High School  
1 South Main  
Chambers, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 9:

Lynch High School  
710 Hoffman Street  
Lynch, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 10:

ESU 8  
106 West Third  
Neligh, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

2.3 USWC will make every effort to install and provision Service at the following locations by January 1, 1997:

Address of Location 1:

O'Neill High School  
540 East Hynes  
O'Neill, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 12:

Butte High School  
402 Butte Street  
Butte, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

Address of Location 13:

Spencer-Naper High School  
Thayer Street  
Spencer, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

2.4 NVTP shall have the option of adding Service at the following site at any time during the term of this Agreement. Rate elements for the following site shall be determined in accordance with Section 3.1 herein.

Address of Location 14:

Wheeler Central Schools  
Randolph Street  
Bartlett, NE

- 1 Transmit Video Channel with 2 Audio Channels
- 3 Receive Video Channels with 2 Audio Channels Each
- 2 T1 Access Channels to Switch Site

- 2.5 A portion of the Service to Eighn High School and Ewing High School will be provided by Great Plains Communications.  
A portion of the Service to Petersburg High School will be provided by Great Plains Communications.  
A portion of the Service to Clearwater High School is provided by Northeast Nebraska Telephone Company.  
A portion of the Service to Chambers High School will be provided by K & M Telephone Company.  
A portion of the Service to Lynch High School will be provided by Three River Telephone Company.  
A portion of the Service to Orchard High School and ESU 8 will be provided by GTE.

2.6 Charges for the portion of Service provided by the above listed independent telephone companies will be billed by USWC on behalf of each specific independent telephone company listed above.

**3. CHARGES.**

3.1. NVTP shall pay to USWC the amount of three hundred twenty-five thousand dollar (\$325,000.00) no later than June 1, 1996. This one-time charge is compensation to USWC for the design, development and implementation of Service.

NVTP shall be charged an Annual Prepayment Service Charge. The first Annual Prepayment Service Charge will be due to USWC on the first day sites one (1) through (10), as listed in Section 2 herein, are provisioned with Service. USWC will make a reasonable and diligent effort to have sites one (1) through ten (10) provisioned with Service by August 1, 1996. On the first day Service is available at sites one (1) through (10) CUSTOMER's Annual Prepayment Service Charge due to USWC shall be one hundred seventy-six thousand five hundred nineteen dollars (\$176,519.00). Thereafter, USWC will make a reasonable and diligent effort to install sites eleven (11) through thirteen (13) and provision them with Service by January 1, 1997. On the day Service is available to CUSTOMER at sites eleven (11) through thirteen (13) USWC will issue a charge to CUSTOMER for an amount which shall be prorated based upon the number of months remaining to the first anniversary date of Service for sites one (1) through ten (10). The Annual Prepayment Service Charge for sites eleven (11) through thirteen (13) shall be forty-nine thousand ninety-three dollars (\$49,093.00). Thereafter, on the anniversary service date of sites one (1) through (10)

CUSTOMER will pay to USWC the Annual Prepayment Service Charge of two hundred twenty five thousand six hundred twelve dollars (\$225,612.00) for sites one (1) through (13). If NVTP requests Service at the Wheeler Central Schools sites, within twenty-four (24) months after the first date of Service at sites one (1) through ten (10) the rate elements for Wheeler Central Schools site(s) shall be no higher than those rate elements set for sites one (1) through ten (10). If NVTP requests Service at Wheeler Central Schools site(s) after the above twenty-four (24) month time period, rate elements for that site(s) shall be determined according to Tariff, Price List or Catalog. Late payment charges, if any, shall be in accordance with Nebraska statute(s).

3.2. An installation/nonrecurring charge of twenty-seven thousand one hundred seventy (\$27,170.00); shall be billed to NVTP on the first annual invoice directed to NVTP after completion of installation.

|  |              |
|--|--------------|
| Payment due to USWC by June 1, 1996  | \$325,000.00 |
| Total installation/Nonrecurring Charge Due To USWC With First Annual Payment<br>(Approximately August 1, 1996) | \$ 27,170.00 |
| Total Annual Recurring Charge For Sites 1-10   | \$178,519.00 |
| Total Annual Recurring Charge For Sites 11-13  | \$ 49,093.00 |
| Total Annual Recurring Charge For Sites 1-13   | \$225,612.00 |

3.3. If the Telecommunications Act of 1996, or any regulations promulgated pursuant to the Act, allow USWC to take advantage of any provision in the Act to benefit Customer by lowering rates for Service herein, USWC agrees to negotiate in good faith to develop a mutually acceptable, reasonable, alternate pricing solution regarding pricing/charges for Service herein.

4. **ADDITIONS TO SERVICE.** NVTP may request additions to Service and USWC will supply such additions to NVTP, subject to the following conditions:

4.1. **New Locations.** NVTP may request USWC to provide channels at new locations under the following conditions: 1) USWC commercially offers such additions and necessary facilities are technically and practicably available; 2) the charges for channels at new locations will be the then current charges in effect for Service at the time of such additions, and which correspond to the term of this Agreement. Site fourteen (14) as listed in Attachment 1, Section 2 herein shall NOT be considered a "New Location" under the terms of this Agreement.

4.2. **Channels Added to New Locations Or Added to Existing Locations.** NVTP may request USWC to add channels at new locations or may request USWC to add channels at existing locations under the following conditions: 1) USWC commercially offers such additions and necessary facilities are technically and practicably available; 2) the charges for channels at new locations or additional channels at existing locations will be the then current charges in effect for Service at the time of such additions, and which correspond to the term of this Agreement. Site fourteen (14) as listed in Attachment 1, Section 2 herein shall NOT be considered a "New Location" under the terms of this Agreement.

4.3. USWC and NVTP agree to execute written amendments to this Agreement for such additions.

5. **CHANGES TO SERVICE.** NVTP may move the physical location of all or part of Service to another location within the same USWC intrastate intraLATA serving area as this Service provided the following conditions for the move ("new service") are met: 1) the new service is provided to NVTP by USWC; 2) NVTP advises USWC that the requested new service replaces existing Service; 3) NVTP's requests for the disconnection of the existing Service and the installation of the new service are received by USWC on the same date; 4) NVTP requests USWC to install the new service on or prior to the disconnection date of the existing Service; and 5) NVTP agrees to sign appropriate agreements and to pay all then current recurring and nonrecurring charges related to the new service.

6. **MINIMUM SERVICE PERIOD.** The Minimum Service Period shall be twenty-four (24) months from the first date Service is installed and available for use at the ten (10) locations listed in Attachment 1, Section 2.2 herein and as evidenced by USWC records. For purposes of this Agreement, the monthly rate for Service will be 1/12 of the Annual Service Charge.

#### 7. **TERMINATION OF USWC PROVIDED SERVICE.**

7.1. If termination occurs for reasons other than consolidation or non-appropriation prior to the end of the Minimum Service Period, NVTP shall pay a termination charge equal to 100% of the monthly rate for Service terminated times the months remaining, or fraction thereof, in the Minimum Service Period, plus fifteen percent (15%) times the monthly rate for service terminated times the number of months remaining in the term beyond the minimum service period. The monthly rate for Service is 1/12th of the annual recurring charge.

7.2. If termination occurs for reasons other than consolidation or non-appropriation after the Minimum Service Period, NVTP shall pay a termination charge equal to fifteen percent (15%) times the monthly rate for Service terminated times the months remaining in the term, or fraction thereof. Such termination charges are in addition to any due but unpaid recurring and all

unpaid nonrecurring charges PROVIDED, however, that if a school district or ESC is dissolved, merged, or reorganized, and Service to that site is discontinued, then the provisions of this subparagraph will not apply TO THAT SCHOOL SITE and the provisions of Section 10 "Non-Appropriations" shall apply.

- 7.3 A termination charge will be waived if the NVTP discontinues Service and ALL of the following conditions are met:
- (a) NVTP signs a new service agreement for any other USWC provided service(s). All applicable nonrecurring charges will be assessed for the new service(s).
  - (b) Both the current Service and the new service(s) are provided solely by USWC.
  - (c) The order to discontinue Service and the order to establish new service(s) are received by USWC at the same time.
  - (d) The new service(s) installation must be completed within thirty (30) calendar days of the disconnection of Service, unless such installation delay is caused by USWC.
  - (e) The total value of the new service(s), excluding any special construction charges, is equal to or greater than one hundred fifteen percent (115%) of the remaining value of this Agreement.
  - (f) A new Minimum Service Period, if applicable, will go into effect when the new service(s) agreement term begins and.
  - (g) NVTP agrees to pay any previously billed, but unpaid recurring, and any outstanding nonrecurring charges. These charges cannot be included as part of the new service(s) agreement.

## 8. NVTP'S RESPONSIBILITIES AND USE OF VIDEO SERVICE.

8.1 NVTP is responsible for placement, installation, operation, maintenance, repair, and replacement of all inside wire (including riser cable), not owned by USWC, and Customer Premises Equipment ("CPE") that NVTP uses in connection with this Service. Premises wiring and CPE must be compatible with USWC's provision of Service.

8.2 Should any change in inside wiring (including riser cable) not owned by USWC, or CPE, require USWC to redesign Service provided under this Agreement, NVTP will reimburse USWC for all costs incurred by USWC in making such a change. Should Service fail due to inside wiring (including riser cable) not owned by USWC, or CPE, the responsibility for failure will be solely that of NVTP. USWC will have no liability of any kind.

8.3 If NVTP requests special levels of maintenance, NVTP will reimburse USWC for the reasonable costs of supplying such additional maintenance. "Special levels of Maintenance" will be defined by NVTP and will be provided by USWC if technically and practicably feasible.

8.4 NVTP is responsible for the content of its communications. Where NVTP's negligence or wrongful actions in using inside wire (including riser cable) not owned by USWC, CPE or NVTP's communications result in any claim or legal action brought by any nonparty, NVTP will indemnify and hold USWC harmless.

8.5 NVTP understands and agrees that USWC supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is NVTP's responsibility to ensure that NVTP uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If NVTP should use this Service for any other purpose, or if interstate usage exceeds 10%, it is NVTP's responsibility to immediately notify USWC of such use and to place an order for appropriate service. USWC will bill, and NVTP will promptly pay, appropriate annual recurring charges, for such use of and changes to NVTP's telecommunications service including but not limited to all applicable USWC Access Tariff F.C.C. No. 1 interstate access charges or intrastate Tariff access charges. If FCC regulations are changed in the future to permit interstate usage in excess of the percent (10%) of total usage without additional charge, then NVTP shall have the benefit of such additional interstate usage.

9. **OWNERSHIP AND PROVISIONING OF SERVICE.** Title to, and ownership of, all equipment and facilities USWC uses in supplying Service is and remains with USWC. USWC will provision and supply Service described in this Attachment in any manner and by means of any equipment, software, and facilities USWC chooses. The method of provisioning of Service is a matter within USWC's sole discretion.

Qwest

PAGE 1 OF 1

ACCOUNT NO: NE BM688018  
 INVOICE DATE: 09-19-2005  
 MDFISCH

INVOICE NO: A929457-  
 INTERNAL CONTACT: JASON ROSS/DEB SWANSEN LG  
 (402) 422-6985

| PREVIOUS<br>BALANCE | - PAYMENTS | + CURRENT<br>CHARGES | + LATE<br>CHARGE | = NEW<br>BALANCE | AMOUNT<br>DUE | PAYMENT<br>DUE DATE |
|---------------------|------------|----------------------|------------------|------------------|---------------|---------------------|
| 84,916.62           | .00        | 259,852.14           | .00              | 344,768.76       | 344,768.76    | 10-19-2005          |

FIBER OPTIC COMMERCIAL VIDEO JPEG SERVICE  
 REF: AGREEMENT NUMBER MIN-951207-006 10 YEAR CONTRACT

ANNUAL BILL SEPTEMBER 1, 2005 - AUGUST 31, 2006 \$242,966.00

## SUMMARY OF CURRENT CHARGES

FIBER OPTIC COMMERCIAL VIDEO SERVICE  
 NEBRASKA STATE UNIVERSAL SERVICE FUND

## CHARGES

\$ 242,966.00  
 16,886.14

TOTAL CURRENT CHARGES \$ 259,852.14

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (800) 652-6650

Return this portion with your payment - please write the invoice # on your check.

ACCOUNT NO: NE BM688018  
 INVOICE DATE: 09-19-2005

INVOICE NO: A929457-  
 180132 11902193

| NEW<br>BALANCE | AMOUNT<br>DUE | PAYMENT<br>DUE DATE |
|----------------|---------------|---------------------|
| 344,768.76     | 344,768.76    | 10-19-2005          |

AMOUNT ENCLOSED: \_\_\_\_\_

(402) 887-5041

RETURN PAYMENT TO:

QWEST CORPORATION  
 P.O. BOX 2348  
 SEATTLE, WA 98111 2348

ATTN: NIGEL BUSS  
 NIDBRARA VALLEY TELE-PARTNER.  
 PO BOX 89  
 NELIGH, NE 68756

BUSINESS OFFICE COPY

92180132NE/BM688018A9294570919200550003447687603USWC/